

IN THE HIGH COURT OF JUDICATURE AT BOMBAY

O. O. C. J.

SUIT NO.1745 OF 1988

Maharashtra State Electricity Board & anr. ..Plaintiffs.
Vs.
M/s. Graduate Engineers ..Defendants.

....
Mr. Kirit Mody with Mr. Abhishek Sawant and Mr. Rajiv Bhatia i/b
Little & Co. for the Plaintiffs.
None for the Defendants.

...
CORAM: DR. D.Y. CHANDRACHUD, J.

14th December, 2006.

P.C. :

1. The suit has been instituted by the Maharashtra State Electricity Distribution Company Limited for the recovery of an amount of Rs.19,49,309.90 together with interest at the rate of 18% per annum from the date of institution of the suit until payment.

2. The Plaintiffs invited tenders for the supply and distribution of transformers and the Defendants had submitted an offer dated 12th August, 1978. The offer of the Defendants was accepted by the First Plaintiff on 11th June, 1979. The Defendants agreed to supply to the Plaintiffs transformers as described in the agreement between the parties of a total value of Rs.29,98,750/-.

The delivery was to be completed within a period of three months. By a letter dated 18th August, 1990 the Defendants stated that they were unable to complete the delivery within the stipulated period. Despite the Plaintiffs having addressed several letters to the Defendants, the Defendants were unable to complete the delivery. As a result of the default on the part of the Defendants, the First Plaintiff had to purchase the balance quantity from third parties at a higher price, as a result whereof the Plaintiffs have suffered damages in the amount of Rs.19,49,303/- being the difference between the contract price and the price of the balance quantity which was purchased by the Plaintiffs from third party suppliers.

3. No written statement has been filed. The Plaintiffs have filed an affidavit in lieu of the examination in chief of their Executive Engineer (Stores) and a compilation of the original documents. The claim of the Plaintiffs has been duly proved. The suit is accordingly decreed in terms of prayer clause (a) subject to the modification that the Plaintiffs would be entitled to interest at the rate of 9% per annum from the date of the suit until payment or realization. The original documents may be returned back to counsel appearing for the Plaintiffs after comparison and the

photocopies may be retained on the record.